

A.G. CONTRACT NO. KR-88-0012TRD
ECS File: IGA-87-34
Project: RAM-600-0-602

INTERGOVERNMENTAL AGREEMENT
THOMAS ROAD/AGUA FRIA RIVER OUTFALL STRUCTURE
IGA FCD 87024

This Agreement is between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona (hereinafter called DISTRICT), and the State of Arizona, acting by and through the Arizona Department of Transportation (hereinafter called STATE).

This Agreement shall become effective as of the date it is filed with the Secretary of State pursuant to Arizona Revised Statutes 11-952, as amended.
DATE FILED WITH THE SECRETARY OF STATE March 4, 1983.

STATUTORY AUTHORIZATION

1. The STATE is empowered by Arizona Revised Statutes 28-108 AND 11-952 to enter into this Agreement.
2. The DISTRICT is empowered by Arizona Revised Statutes 48-3603 to enter into this Agreement.

BACKGROUND

3. The DISTRICT is proceeding with channelization of the Agua Fria River through the area of Thomas Road extended. The STATE is planning, in the future, a drainage pipe outfall, from the Outer Loop Highway, into the Agua Fria River along the Thomas Road alignment and desires to have the outfall pipes incorporated into the DISTRICT's flood protection levee construction contract.
4. The STATE will provide the DISTRICT with an engineering plan of two 60 inch outfall pipes along with protective end grating for review by the DISTRICT for inclusion into the DISTRICT's construction contract for levees along the Agua Fria River. The STATE will refund the DISTRICT for line item construction costs associated with the outfall pipes plus a 10 percent construction management allowance. The STATE agrees to provide necessary maintenance for the outfall pipes across right-of-way access provided by the DISTRICT.

PURPOSE

5. The purpose of this Agreement is to define the responsibilities of the DISTRICT and the STATE. The DISTRICT agrees to incorporate the STATE's drainage pipe designs for outfall structures into the DISTRICT's construction project. The STATE agrees to reimburse the DISTRICT for costs plus 10 percent management fee and additionally agrees to obtain licenses or permits from the DISTRICT for access to the DISTRICT's right-of-way at no cost to the STATE.

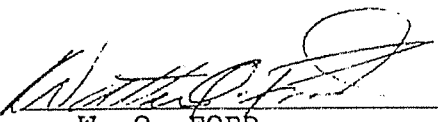
TERMS OF AGREEMENT

6. The STATE agrees to the following:
 - 6.1 Provide the DISTRICT with drainage outfall structure design sheets as described in [4] above.

- 6.2 Pay the DISTRICT the actual construction costs now estimated to be \$26,000 plus a 10 percent construction management allowance (\$2,600 to total \$28,600).
- 6.3 Pay the DISTRICT the actual total amounts computed as in [6.2] above, within 45 days after receipt of accepted invoices. For a period of one year following the date final payment has been received by the DISTRICT, the records of the DISTRICT relating to costs billed pursuant to this Agreement shall be open for inspection and audit by authorized representatives of the STATE during normal business hours.
- 6.4 Provide necessary maintenance to the outfall structures and grating for as long as the Outer Loop is a part of the State Highway System.
- 6.5 If the STATE fails to maintain the outfall structures and grating in a manner so as not to endanger the levee, the DISTRICT shall notify the STATE who shall make the necessary maintenance within thirty days from notification. If the STATE fails to make the necessary maintenance within thirty days following notification, the DISTRICT shall make the necessary maintenance, and the STATE shall promptly reimburse the DISTRICT for actual costs involved.
- 6.6 Obtain NPDES or other State, Federal, or local environmental or discharge permits required.
7. The DISTRICT agrees to act as construction manager and contracting agency and perform all services necessary to administer the construction including but not limited to the following:
 - 7.1 Issue invitations for bids, receive, protect and open bids; determine the lowest responsible and qualified bidder; award contracts; and issue the notice to proceed.
 - 7.2 Provide for services of construction surveying, quality control and testing.
 - 7.3 Provide for facilities and personnel to carry out necessary work of contract administration.
 - 7.4 Pay contractors as provided in the contracts.
 - 7.5 Coordinate final inspections with the STATE to determine whether all work has been performed in accordance with contractual requirements.
 - 7.6 Take reasonable and necessary action to dispose of all contractual and administrative issues arising out of any contracts awarded under this Agreement for the outfall structures. This includes, but is not limited to, disputes, claims, protests of award, source evaluation and lawsuits. The DISTRICT will advise, consult with, and obtain prior written concurrence for any of these matters in which the STATE could have financial interest.

- 7.7 Provide an easement for access across DISTRICT rights-of-way to the STATE for maintenance of the drainage outfall structures.
- 7.8 Provide STATE with a easement for drainage across District rights-of-way and for use of DISTRICT right-of-way for STATE's maintenance purposes.
- 7.9 To request reimbursement from the STATE upon the STATE's acceptance of the outfall construction.
8. All parties hereto acknowledge that this Agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 of Arizona revised Statutes.
9. This Agreement shall remain in full force and effect until completion of the drainage outfall structures and final payment to the DISTRICT by the STATE; however, Paragraph 6.4 relating to maintenance, Paragraph 6.6 relating to discharge permits, and Paragraph 7.7 relating to right-of-way shall remain in effect as long as the Outer Loop is a part of the State Highway Sytem. This Agreement may be amended or terminated only upon written agreement of all parties.
10. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona revised Statutes, as amended.
11. Pursuant to Arizona revised Statutes 11-952, as amended, attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement.

STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
W. O. FORD
Title: State Engineer

DeLEUW
CATHER

De Leuw, Cather & Comp
Engineers and Planners

SUBJECT FCD MAINT. E2M.

JOB NO 2121-10

THOMAS RD @ AGUA FRIA

SHEET NO. 1 OF

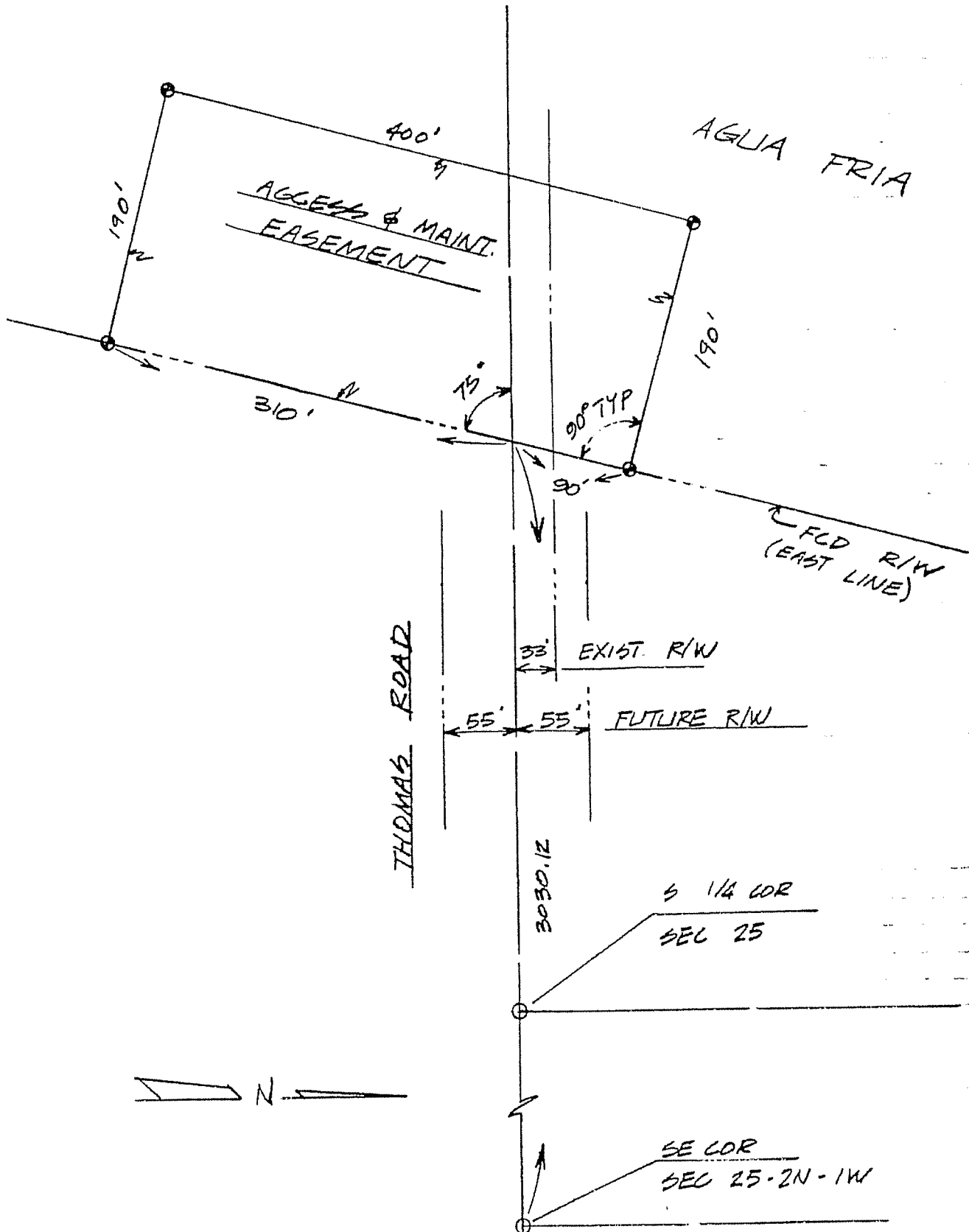
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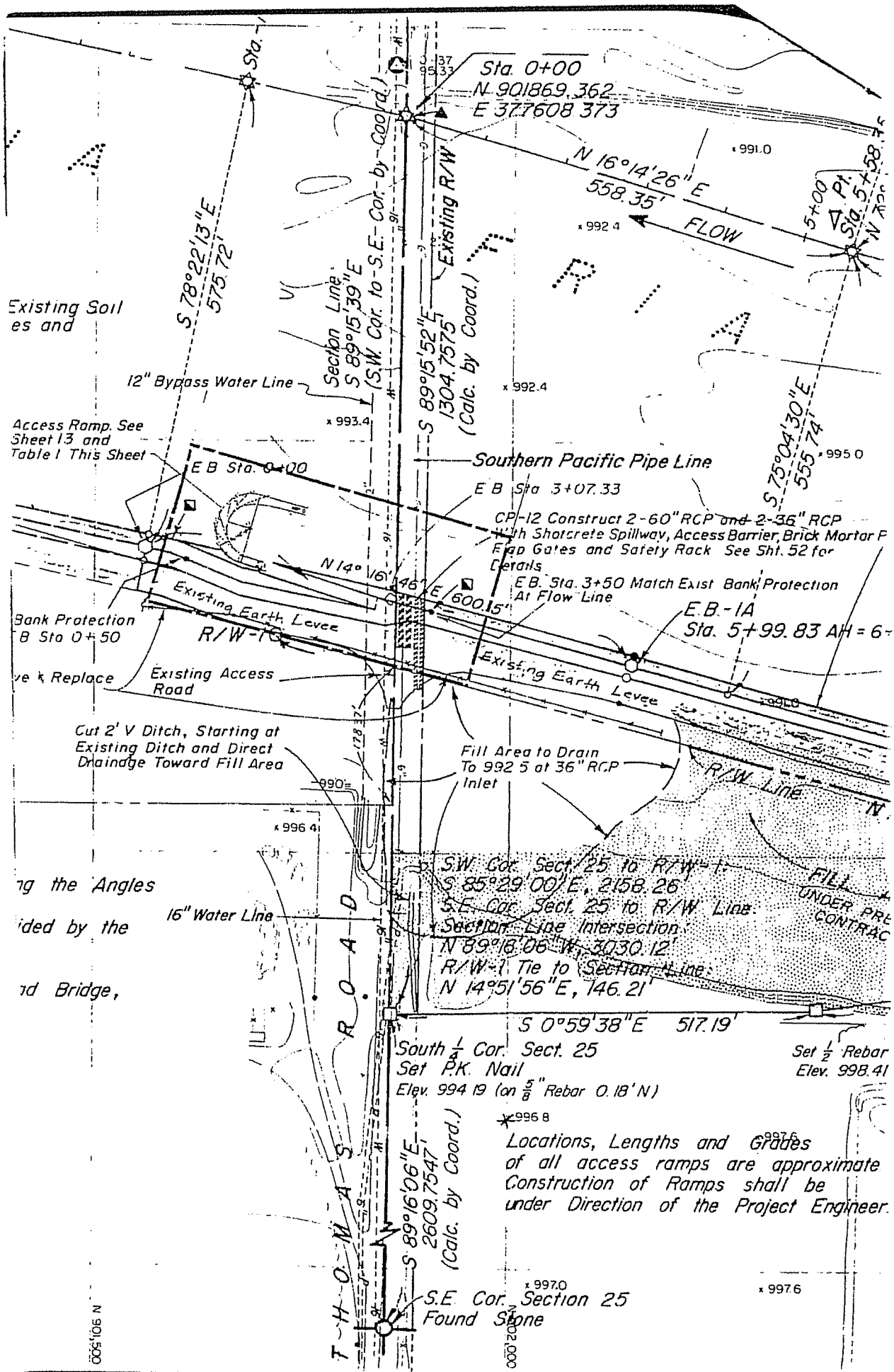
DATE 5/3/88

CHECKED BY

DATE

REV 516





County of Maricopa

State of Arizona

Office of the Clerk

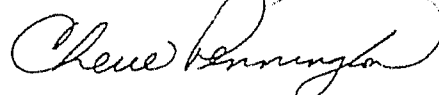
State of Arizona }
County of Maricopa } ss.

I, Cherie Pennington, Clerk of the Board of Supervisors
do hereby Certify That the attached is a true and correct extract
from the minutes of the Board of Directors' of the Flood Control District meeting
held February 22, 1988:

INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA APPROVED:

Motion was made by Supervisor Campbell and unanimously carried to
approve IGA FCD 87024, Thomas Road/Agua Fria River Outfall Structure, with the
State of Arizona. The State will reimburse the District for the actual cost,
estimated to be \$28,600.

In Witness Whereof, I have hereunto set
my hand and affixed the Official Seal of the Board
of Supervisors Done at Phoenix, the County Seat
this 22nd *day of* February, 1988
A D




Clerk of the Board of Supervisors

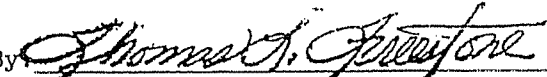
Flood Control
File

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

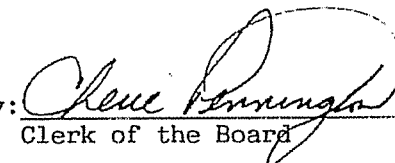
Recommended by:

Approved and Accepted:

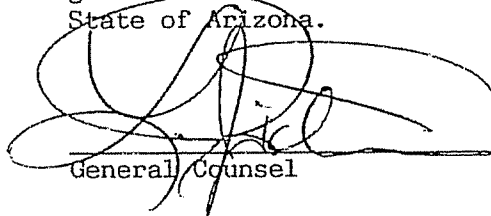
 1-18-88
D. E. Sagramoso, P. E. Date
Chief Engineer and General Manager

By: 
Chairman, Board of Directors

Attest:

By:  FEB 22 1988
Clerk of the Board Date

This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.


 1-19-88
General Counsel Date

SECTION: Thomas Road/Agua Fria
River Drainage

RESOLUTION

BE IT RESOLVED on this 17th day of June, 1987, that I,
CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF
TRANSPORTATION, have determined that it is in the best
interests of the State of Arizona, that the DEPARTMENT OF
TRANSPORTATION, acting by and through the Highways Division,
enter into an Intergovernmental Agreement with the Flood Control
District of Maricopa County for the inclusion of the State's
drainage channel outfall structure with the District's
construction project along the Agua Fria River in Maricopa
County.

THEREFORE, authorization is hereby given to draft said
Agreement which, upon completion, shall be submitted for
approval and execution by the State Engineer.


Charles L. Miller, Director
Arizona Department of
Transportation

WH:ks

0063e/

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No KR 88-0012TRD which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of January, 1988

ROBERT K. CORBIN
Attorney General

Albert Mordor
Assistant Attorney General
Transportation Division